

Perry CSD

UE #895/Perry CSD Support Staff

7/1/2006 6/30/2007

Master Contract

between

Perry Community School District

and

Perry Support Staff Association



2006 – 2007

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ARTICLE I

AGREEMENT AND RECOGNITION

This Agreement is made and entered into between the Board of Education of the Perry Community School District (hereinafter referred to as the Employer) and the Perry Community School Support Staff Association, United Electrical, Radio and Machine Workers of America (UE) Local 895 (hereinafter referred to as the Union).

WITNESSETH:

Whereas, certain understandings have been reached which the Employer and the Union desire to incorporate into a written Agreement

Now, therefore, in consideration of the following mutual covenants, it is hereby agreed as follows:

The Board of Directors of the Perry Community School District recognizes the Perry Community School Support Staff Union as the exclusive bargaining representative for the employees of the Perry Community School District in the following bargaining unit:

INCLUDED: Bus Drivers, Food Service Employees, Custodians, Secretaries/Building Administrative Assistants, and Paraeducators.

EXCLUDED: All supervisory employees including but not limited to, Managers, Directors, and Technicians. Also excluded are all administration center employees, and all other person excluded by Section 4 Chapter 20, Code of Iowa.

ARTICLE II

LABOR-MANAGEMENT RELATIONS

2.1 Request for Meetings

The Employer and the Union shall meet for the purpose of negotiating a Collective Bargaining Agreement. Requests from the Union for negotiation meetings shall be made by the Union's designated representative. Requests from the Employer shall be made by its designated representative.

Negotiations are to start on or after September 1st. After this date, either party may request the first meeting according to the following rules.

Within ten (10) days of the date of the request, a mutually convenient time and place for the first meeting shall be established. The first meeting shall take place no later than twenty-four (24) days following the date of the request. At this time, the party requesting the first meeting will present its proposals on each article of the present contract. This does not preclude the addition of new articles or proposals as permitted by law.

Additional meetings shall be as agreed upon by the negotiating representatives.

Negotiations will not take place between 8:00 a.m. - 4:00 p.m. on a school day except by mutual agreement of the Employer and the Union.

2.2 Negotiations' Team

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals and counterproposals and reach tentative agreement on items being negotiated.

2.3 Facilities and Equipment Usage

The Union shall have the right to hold meetings on school district property after regular school hours. As appropriate, such meetings will be scheduled with the district office or local school.

Any visitor to the school must obtain permission from the building principal or the principal's designee before they talk to staff members during work hours.

The Union shall be provided with bulletin board space in each school. Only authorized representatives of the Union will use the designated bulletin board space for Union announcements and all material posted will relate only to the Union's official business.

Duly authorized representatives of the Union and its respective affiliates shall not talk to any employee on school property during work hours, unless the employee's supervisor grants permission.

2.4 Dues Deduction

An employee who is a member of UE Local 895, or who has applied for membership in UE Local 895, may sign and deliver to the Employer an assignment authorizing payroll deduction of membership dues of UE Local 895. The assignment shall be on a form approved by the Employer and may be signed and delivered to the Employer not later than the fifteenth day of the month prior to the month deductions commence.

Pursuant to receiving a deduction authorization, the Employer shall deduct one-twenty-fourth (1/24) of the total annual membership dues of UE Local 895 in effect on September 1, from the regular salary check of the employee each month. Such deduction shall continue automatically unless notified to the contrary by the employee.

The Employer shall have no responsibility for collecting said dues for any month the employee's regular salary check is insufficient to cover said deduction. The total deducted shall be remitted to UE Local 895.

2.5 Amounts Deducted

Deductions under this provision shall include only the regular periodic amounts required to maintain the employee as a member in good standing. The Union shall submit to the District a document setting forth its dues structure not later than the fifteenth day of the month prior to the month deductions commence.

2.6 Indemnification

The Union hereby agrees to indemnify and forever hold the Employer harmless for any liability whatsoever arising from or otherwise concerning the provisions of this article.

ARTICLE III GRIEVANCE PROCEDURE

3.1 Definitions

A. Grievance

A grievance shall be a written complaint alleging that there has been a violation, misinterpretation or misapplication of any specific provision of this Agreement. A grievance shall contain a statement indicating the issue involved, the relief sought, the date the incident or violation took place, and the section or sections of the contract involved. The grievance shall be presented to the designated employer representative on forms mutually agreed upon and furnished by the Union. The grievance shall be signed and dated by the grievant.

B. Grievant

A "Grievant" is the person or persons making an allegation of a contract violation.

C. Party in Interest

A "party in interest" is the person or persons bringing the grievance and any person who might be required to take action, or against whom action might be taken, in order to resolve the issue.

3.2 Purpose

The purpose of this procedure is to resolve, at the lowest possible step, disagreements which may arise under the provisions of this contract. All parties agree that these proceedings should be kept as informal and confidential as may be appropriate at any step of the process.

3.3 Individual Freedom Clause

The terms of this grievance procedure shall in no way negate the rights of any individual from meeting privately with the employer to resolve the employee's individual complaint.

3.4 Limitations

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

- A. The failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limit shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- B. It is agreed that any investigation or other handling or processing of any grievance by the aggrieved person shall be conducted so as to result in no interference with or interruption whatsoever of the work program.
- C. If any grievance has been denied because it has not been filed in the proper manner, the claimant will be allowed an additional five calendar days to refile. This clause does not permit refiling of any grievance barred by Section 3.4A.

3.5 Procedures

Step 1

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate supervisor.

If the grievance cannot be resolved informally, the grievant may file the grievance in writing and, at a mutually agreeable time, discuss the matter with the immediate supervisor. The filing of the formal, written grievance at Step 1 must be within fourteen (14) calendar days from the date of occurrence of the event giving rise to the grievance. The supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) calendar days after receipt of the grievance.

Step 2

In the event a grievance has not been satisfactorily resolved at the first step, the grievant may file, within seven (7) calendar days of the supervisor's written decision at the first step, a copy of the grievance with the Superintendent. Within ten (10) calendar days after such written grievance is filed, the Superintendent or the Superintendent's designee shall meet with the grievant and Union representative if requested by the employee and attempt to resolve the grievance. The Superintendent or the Superintendent's designee shall file an answer within thirty (30) calendar days of the second-step grievance meeting and communicate it in writing to the Union representative and the supervisor.

Step 3

If the grievance is not resolved satisfactorily at step two, the Union may within thirty (30) calendar days, call for arbitration if written consent to such arbitration is provided by the employee whose grievance will be presented to the arbitrator, unless mutually agreed that the Board shall be the final authority. A single arbitrator shall be selected from a list of five (5) arbitrators provided by the Public Employment Relations Board. The two parties shall determine by lot who shall remove the first name. Each party shall be allowed 48 hours to submit to the other party the name crossed off this list. The strike procedure goes on in this way until one name remains. The person whose name remains shall be the arbitrator. The arbitrator shall render a decision within thirty (30) calendar days. This decision will be binding on both parties. An arbitrator's decision on a grievance may not change or amend the terms, conditions or applications of the collective bargaining agreement.

The public employer and employee organization shall share equally the fees and expenses incurred by the arbitrator. Any expenses for witnesses called or counsel used shall be borne by the party calling such witnesses or using such counsel.

3.6 Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest, and their designated representative, heretofore referred to in this article. Any arbitration hearing shall be conducted outside the employee workday, unless the employer, the aggrieved person, and the Union mutually agree to waive this requirement.

ARTICLE IV **SENIORITY PROVISIONS**

Seniority means an employee's length of continuous bargaining unit service with the Board since the employee's last date of employment.

When two or more employees commence work on the same day, their seniority ranking shall be based on the last four digits of their social security number with the higher number having the greater seniority.

ARTICLE V

LAYOFF AND RECALL PROCEDURE

5.1 Layoff

The employer has sole discretion to determine the necessity for an implementation of a layoff of the work force. Except in cases of emergency, notice of layoff will be given at least two (2) weeks in advance of the layoff, or two (2) weeks pay in lieu thereof. If a layoff is deemed necessary within a job classification, the least senior employee in the job classification shall be laid off, unless the employee possesses special skills and abilities to meet the needs of the District.

5.2 Recall

Recall rights shall be solely at the discretion of the employer. An employee to be recalled from a layoff, shall be so notified as far in advance as possible by certified mail, return receipt requested, mailed to his/her last address as shown on the employer's records. Any employee so called back to work must return within seven (7) consecutive calendar days after receiving such notice, or at the time and date indicated in the notice, whichever is later. Any employee failing to do so shall automatically lose his/her seniority rights and shall be terminated. An employee shall be considered as having received notice of the recall as of the date such notice is delivered to his/her last known address, as reflected by the employer's records. It is the employee's responsibility to keep the employer informed of his/her current address and phone number. Employees on layoff shall be recalled in the order of their seniority, provided operational efficiency is maintained. Probationary, part-time and seasonal employees have no recall rights.

ARTICLE VI

PROCEDURES FOR TRANSFERS

The Superintendent shall have final decision in all cases of transfer and may transfer employees for the improvement of the school system as a whole. Notification will be given at the earliest possible date.

Employee requested transfer from building to building, however, is made as follows:

1. Posting Vacancies - The superintendent shall post all vacancies for minimum of seven calendar days (excluding Christmas and Spring break) in advance of filling said vacancies. No position shall be filled unless current employees have been given a seven calendar day period of time to request a voluntary transfer to said position.
2. Summer Vacancies – The Superintendent shall post all vacancies in the School Administration Center and all school buildings. Vacancies shall also be posted on the school's web page.
3. Selection – The Employer shall offer the transfer to the most senior qualified Employee from the same job classification who has filed a timely transfer request.

In the event there is no transfer request from a qualified employee within the same job classification, the following language shall apply:

Employee requests for transfer shall be considered with other applications for the vacancy. The employer shall select the candidate, which it deems best qualified based upon the relative skill, ability, competence, and experience of the candidates. If the employer, in its discretion, determines that two or more candidates are equally qualified, the candidate with the most seniority shall be given the transfer unless the candidate is needed in his/her current position to meet the needs of the district.

6.1 Transfers from one Job Category to another Job Category

In the event that a support staff employee is granted a job transfer to a different job category than the one currently held by the employee, and the employee has been employed for at least four complete years in the school District, the District shall award four years of service to the employee. If the employee has less than four complete years of service in the District, the employee shall not be awarded any years of service. As defined above, if the employee has four complete years of service in the school District, the employee shall be placed at year five in the new job category on the support staff salary schedule. This paragraph shall apply for transfers occurring during the school year and for transfers occurring between school years. (This language will be retroactive for those employees it would have applied to.)

ARTICLE VII **HEALTH AND PHYSICAL EXAMINATIONS**

7.1 Examinations

Proof of the district required physical examination shall be submitted by all employees upon their initial employment.

7.2 Reimbursement

After employment, the employee shall have the *district required* physical examination every three years as mandated by law. The employer shall pay up to a maximum of \$60 for the required physical examinations only, for those not covered by insurance for continued employment following a requisition from the employee with an attached copy of the doctor's billing showing a "paid" or "unpaid" indication. Employees covered by the *district provided* medical insurance must also provide evidence from the insurance company indicating that charges were submitted, and the amount paid by insurance.

For Bus Drivers, the District will reimburse for the cost of the bus physical, at a rate used at an area health clinic (in Dallas County) charging the least amount of money.

7.3 Mandatory Examinations

Employees whose physical, mental, and/or emotional well being may be in doubt in the opinion of the employer shall present satisfactory examination results when requested to do so. When the employer has requested an examination, the employer will absorb the expense; provided the employer designates the extent of the examination and approves the examiner and/or physician in advance. Should the employee elect not to receive advanced approval of the examiner and/or physician and a second opinion is requested by the employer, the employer, at their expense, may designate the examiner and/or physician and the extent of the examination.

ARTICLE VIII **EMPLOYEE HOURS**

8.1 Working Day

The full time employee workday shall be an eight (8) hour day exclusive of the lunch break.

For fringe benefit purposes, a full time employee shall be defined as a minimum scheduled thirty-seven and one-half (37 1/2) hours per week. Employees working less than full-time or less than a full year shall have their benefits prorated.

Compensatory time off at the employer's discretion at time and one-half or overtime pay at the rate of time and one-half the employee's straight time hourly rate, shall be granted to an eligible employee required to work in excess of forty (40) hours per week.

8.2 Meetings

Employees shall attend such meetings (inservice, staff, parent-teacher conferences, subject area meetings, etc.) and other activities called by an administrator for coordinating the work of employees in the school program. Employees may be required to come in before or remain after the end of the regular workday for the purpose of attending such meetings four (4) days each month. Except for bus drivers whose rate of pay already includes meeting time, employees attending such meetings and activities shall be paid at the employee's appropriate rate. Such meetings will not however constitute callback as described in paragraph 8.3 of this Article.

8.3 Callback

Custodians called back for duty by the employer will be guaranteed a minimum of one and one-half hours at the employee's hourly rate of pay. Employees who are called back to work in excess of one and one-half hour will be paid for actual time worked. To qualify for callback compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift.

8.4 Early Out or Late Start as Determined by Superintendent

This language does not apply to predetermined early dismissals owing to staff development or for similar meetings.

In the event that the Superintendent determines that school should be dismissed early or started late, the following shall apply: Secretaries and Paraeducators shall report late by the hours school is to start late, at no loss of pay, and for early dismissals shall be allowed to leave work as soon after students are dismissed, that is practical to do so and without loss of pay. Custodians and cooks, for early dismissals, shall be allowed to leave work as soon after dismissal of students that is practical to do so, without loss of pay. Custodians and cooks, for late starts, shall report for work when it is practical to do so, after consulting with the Maintenance Director or Food Service Director, without loss of pay.

8.5 Individual Bus Driver Meetings

On occasion, it may be necessary for a bus driver to attend a meeting with his/her supervisor, a parent, a student, an administrator, or some other school employee before or after the regular bus driving day. In those instances, the bus driver shall be paid one hour of activity pay for such meetings, up to a maximum of three times per school year. If it is necessary to meet more than three times in a given school year, the bus driver will do so without pay for the additional meetings.

ARTICLE IX HOLIDAYS

Employees, who are scheduled to work on Christmas Eve and New Year's Eve, shall be allowed to take either Christmas Eve or New Year's Eve off as a paid holiday. The District shall maintain the ability to assign which day shall be taken as the holiday (if needed), to insure minimum staffing levels are maintained.

When Christmas Day and New Year's Day fall on a weekend, either the Monday or Friday shall be deemed as the holiday (Friday when the holidays fall on Saturday and Monday when the holidays fall on Sunday). In such situations, the one additional day of vacation for the day before Christmas, or the day before New Year's Day, shall likewise be determined to be the Thursday or Tuesday of that week.

9.1 Paid Holidays

All support staff under a twelve (12) month written contract shall be granted the following paid holidays:

| | |
|------------------------|---|
| July 4 | Christmas Day |
| Labor Day | New Year's Day |
| Thanksgiving Day | Day before or after Christmas or New Year's Eve day |
| Day after Thanksgiving | Memorial Day |

This does not preclude the employer declaring extra paid holidays when the circumstances warrant. Employees shall not be paid for either Christmas or Spring Recess unless required to work.

9.2 Eligibility

Any contract employee shall be eligible for holiday pay if he/she would have been scheduled to work on that day and if he/she worked the last scheduled day prior to the holiday and the next scheduled day following unless excused by the Superintendent.

9.3 Holiday Pay

Eligible employees who perform no work on a holiday shall be paid at their usual hourly rate, based on the number of hours they regularly work.

Holiday hours paid by the employer shall count as hours worked for the computation of overtime.

9.4 Holiday Work

If an employee is requested to work on a holiday, he/she shall be paid time and one-half for all hours worked in lieu of regular holiday pay.

ARTICLE X **VACATIONS**

Full time support staff personnel who work a regular schedule of thirty seven and one half (37½) hours or more per week on a twelve month basis shall be granted the following vacation time paid at the employee's regular hourly rate.

| | |
|------------------|---|
| Two Weeks..... | during first full year, prorated throughout the year. |
| Three Weeks..... | after five full years. |
| Four Weeks..... | after twenty full years. |

Five (5) days of vacation time may be carried over into the following school year.

Any employee, who is laid off, discharged, retired or resigns prior to taking his/her vacation shall be compensated for the unused vacation accumulated at the time of separation.

In the event that an employee dies before receiving vacation pay for the year of death, the pro-rata share of vacation pay earned at the time of death for said year shall be paid to the estate of the deceased.

ARTICLE XI

LEAVES OF ABSENCE

11.1 Personal Illness

Employees who report for work shall be granted leave of absence for personal illness or injury with full pay at a rate of 15 days per year cumulative to 90 days. When the employee reports to work to begin a school year and has accumulated the maximum allowable amount of personal illness leave, the employee shall also be credited with an additional 15 days of personal illness leave, limited, however, to the current school year. An employee may carry forward no more than 90 days to the subsequent school year.

11.2 Immediate Family Illness

Employees may use up to ten (10) days of personal illness leave for illness in the immediate family (spouse, child, grandchild, parents, father-in-law, mother-in-law, sibling, significant other, or full time member of household).

11.3 Bereavement Leave

From one to five (1 to 5) days of leave, with pay, shall be granted at any one time in the event of the death of an employee's spouse, child, step-child, parent, step-parent, full time member of the household, or significant other.

A total of five (5) days leave, with pay, during the year may be granted to attend the funeral of a son-in-law, daughter-in-law, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, grandparent, grandparent-in-law, grandchild, aunt, uncle, aunt-in-law, uncle-in-law, niece or nephew or significant other.

11.4 Personal Leave

Employees shall be granted leave of absence for personal leave with full pay at a rate of two (2) days per year. A personal leave day may be used for any purpose at the discretion of the employee.

An employee may accumulate a maximum of four (4) days of personal leave for any given year.

Personal leave may not be taken during the week preceding the end of the semester or trimester or the day before or after a holiday without the permission of the employee's principal. A supervisor may limit number of employees taking personal leave on a given day to ten percent (10%) of the employees reporting to him/her.

11.5 Leave Without Pay

This leave must be arranged with the immediate supervisor and approved by the Superintendent in advance. The request and approval or denial shall be completed on a "leave of absence request" form furnished by the employer.

The employee may be asked to explain the reason for any leave time requested and restrictions may be imposed on requested leave time.

The Parties recognize certain requests for leave without pay may be governed by the Family Medical Leave Act (FMLA).

11.6 Union Leave

At the request of the Union, employees shall be granted an unpaid leave of absence for Union activities. Such employees shall accumulate seniority during the period of their leave of absence. Upon completion of such leaves of absence, such employees shall, upon the basis of their accumulation of seniority, be returned to their former position at the appropriate rate of pay.

Union Leave will be limited to two employees at any one time, with no employee using more than 15 days of Union Leave per contract year. Union Leave may be denied when the District is unable to find a suitable substitute for the employee requesting leave.

11.7 Catastrophic Leave

In the event that an employee has a spouse or child who has a life threatening illness or has been involved in a life threatening accident, the following shall apply. The employee shall file with his/her supervisor a written request to receive catastrophic leave, stating the reasons why the employee is making the request. After the employee has made his/her written request for catastrophic leave, the employee, the employee's supervisor, and the Superintendent shall meet to review the situation. The employee shall cooperate with the Superintendent and provide the Superintendent with all of the information that he/she deems necessary to make a determination of whether the employee is eligible to receive catastrophic leave. The decision whether an employee is eligible to receive catastrophic leave, including the decision whether an employee continues to be eligible to receive catastrophic leave, is within the sole discretion of the Superintendent.

If the Superintendent determines that an employee is eligible for catastrophic leave, the employee shall use the leave for only the time the Superintendent deems the employee eligible to use the leave. An employee who is eligible for catastrophic leave shall exercise the use of his/her leave in the following order; (1) all Family Illness Leave days; (2) all Personal Leave days; and (3) up to a maximum of 40 Personal Sick Leave days. This provision shall be administered consistently with the Family Medical Leave Act.

ARTICLE XII **WAGES**

12.1 Pay Periods

Each employee will be paid semi-monthly. Employees will receive their checks by direct deposit or at their regular building on the 1st workday and the 16th calendar day of each month according to their individual contract.

12.2 Schedule

Employees will be paid pursuant to the attached salary schedule.

12.3 Custodial Shift Differential

For employees in the custodial classifications, there will be a shift differential of forty cents per hour paid for any shift beginning at or after 2:30 p.m. on any day.

Night shift employees who are assigned by their supervisor to start work prior to 2:30 PM, will be considered as a night shift employee for the purpose of this article.

12.4 Activity Trips

Bus Drivers electing to take an extra-curricular or field trip during their regularly scheduled route shall receive two hours of pay at the regular route rate. Any additional time over two hours shall be paid at the field trip rate.

ARTICLE XIII **INSURANCE**

13.1 Medical and Dental Insurance

For each full time employee, the Board shall contribute 100% of the employee's single rate premium per month towards the purchase of medical and dental insurance. No such contribution will be required for an employee who declines in writing to be covered by the insurance, and in such case, the Board will have no liability for not providing insurance coverage for such employee. The Board shall determine the insurance company provided comparable insurance coverage is maintained.

Each employee shall choose between receiving the maximum salary set forth on the salary schedule in the form of salary or receiving family coverage medical insurance. An employee who elects to have the district pay the premium for family coverage shall be paid a salary reduced by the amount of such premium.

13.2 Long-Term Disability Insurance

The Board shall contribute for each employee working fifteen (15) hours or more per week on a regular basis 100% of the employee's premium per month towards the purchase of long-term disability insurance. The Board shall determine the insurance company provided comparable coverage is maintained.

13.3 Workers Compensation Insurance

The Board will provide workers' compensation insurance as required by law.

13.4 Life Insurance

For each employee working fifteen (15) hours or more per week on a regular basis, the Board shall purchase, at Board expense, a \$40,000 term life insurance policy.

13.5 Commencement of Coverage

The insurance coverage provided in paragraph 2 shall commence on the first day of the month in which the employee begins actual performance of duties. The insurance provided in paragraph 4 of this Article shall commence on the first day of the month following the month in which the employee begins performance of duties.

13.6 Tax Sheltered Annuity

A tax sheltered annuity option shall be available to staff who are covered by the District's health insurance plan, defined as follows: Based upon seniority as defined as total years of service to the District, District employees who have other health insurance coverage through a spouse or other means, may opt for a tax sheltered annuity (employee's choice of annuity) worth \$245/month. This option will be available only to the percentage of District employees allowed by the insurance carrier. This provision will be determined by seniority, with the more senior employees having preference.

ARTICLE XIV
ENTIRE AGREEMENT AND WAIVER CLAUSE

This agreement supersedes and cancels all previous agreements, contracts, and practices between the district and the employee organization, unless expressly stated to the contrary, and together with any mutually agreed to amendments, supplemental hereto, constitutes the entire Agreement between the parties, and concludes collective bargaining during its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualified waives any right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement during its term.

ARTICLE XV
ADVANCEMENT OF THE SALARY SCHEDULE

Initial salary schedule placement of employees shall be at the discretion of the Superintendent.

Advancement for employees shall be reviewed each year and if approved by the Superintendent, each employee will be granted increments on the salary schedule until the maximum for their classification has been reached.

A year of service consists of employment in the Perry Community School District for one-half (1/2) or more consecutive days of their annual individual contract in one school year.

Advancement on the salary schedule shall take place on July 1st for all current employees. Beginning with the 03-04 school year, for employees hired during the 03-04 school year and for subsequent years, once one half of the employee's contracted days have been met, the advancement on the salary schedule shall occur on July 1st or if one half of the days are met after July 1st, the advancement on the salary schedule shall occur on January 1st.

ARTICLE XVI
EVALUATION

The performance of an employee shall be evaluated at least once during the employee's first year of employment. Thereafter the employee shall be evaluated at least once every three years. Prior to evaluation the employee shall be notified of the evaluation criteria.

ARTICLE XVII
SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law.

ARTICLE XVIII
TERMS OF AGREEMENT

This agreement shall be in full force and effect from July 1, 2006, through June 30, 2007. Upon termination of the agreement all obligations under the agreement are automatically cancelled.

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their representative chief negotiators, and their signatures placed hereon, all on the _____ May _____ day of _____ 12 _____ 2006.

UE LOCAL 895
PERRY SUPPORT STAFF ASSOCIATION

PERRY COMMUNITY SCHOOLS
BOARD OF EDUCATION

BY Lisa Schulte
President

BY David C. Mang
President

BY Greg A. Cross
Chief Negotiator

BY Donald J. M. Cull
Chief Negotiator

[illegible]